



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 15, 2007

IN REPLY PLEASE

REFER TO FILE: PD-5
71937
Amendment 8

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Hahn's Trolley and Shuttle Service continues to be more economically performed by an independent contractor than by County employees.
2. Approve the enclosed Amendment No. 8 to Contract No. 71937 with the Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed six months beginning June 1, 2007, while Public Works completes the solicitation process for a new operating contract.
3. Authorize Public Works to expend a total contract sum of up to \$462,000 with a monthly amount of up to \$77,000 for this Service. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program, included in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget.

4. Delegate authority to the Director of Public Works, or his designee, to expend up to an additional 30 percent of the contract sum for bus rental fees when County-owned vehicles are out of service for rehabilitation and for unforeseen additional work within the scope of the Contract, if required.
5. Instruct the Chairman of the Board of Supervisors to execute the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, your Board approved Contract No. 71937 with the Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The Contract was for an initial three-year period with two, 1-year renewal options beginning October 1, 1998. On September 9, 2003, Item No. 32, your Board approved an extension of this Contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement Contract. Proposals were received; however, all proposals were rejected. Therefore, on March 16, 2004, Item No. 48, your Board approved an extension of this Contract for up to nine months from April 1, 2004, to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the Service by adding a fourth route. Due to the extensive community input regarding the additional route, on December 7, 2004, Item No. 33, your Board approved an extension of this Contract for an additional nine months from January 1, 2005, to September 30, 2005. The process to add the new route into the revised scope of work had taken longer than anticipated. Therefore, on September 6, 2005, Item No. 43, your Board approved an extension of this Contract for an additional nine months from October 1, 2005, to June 30, 2006.

During the nine-month period, the proposed scope of work was further modified to specify that the Contractor will be required to provide four themed trolleys and three shuttle vehicles for the new Service as the County-owned vehicles are scheduled to be retrofitted or retired from service due to their age. On June 13, 2006, Item No. 47, your Board approved an extension of this Contract for an additional 11 months from July 1, 2006, to May 31, 2007. A new Request for Proposals was released on October 23, 2006. Four proposals were received on December 4, 2006. All four proposals failed some portion of the preliminary pass/fail evaluation. As a result, all proposals were rejected. A revised Request for Proposals was released on March 19, 2007. Proposals are due in late May 2007. The purpose of this action is to

continue this fixed-route transit service on a month-to-month basis, not to exceed six months beginning June 1, 2007, while Public Works completes the solicitation process for a replacement contract.

We anticipate four additional months will be needed while Public Works finalizes the solicitation process and up to two months may be required to ensure a smooth transition if a new contractor is selected through the solicitation process. The additional two months, after contractor selection, should provide ample time for a new contractor to obtain interim vehicles, drivers, and train their staff in the operation of the Service.

The County is responsible for providing the vehicles for this Service. Due to the age of the current County-owned vehicles, it will be necessary to rent vehicles on an interim basis as on-going repairs and rehabilitation are conducted. Two-thirds of the contingency is planned for the anticipated vehicle rentals.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Service Excellence. This Amendment will continue to utilize the current Contractor's expertise to effectively provide this transit service in a timely and responsive manner. This Service improves the mobility of transit dependent patrons.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. This Contract Amendment is for a total amount not to exceed \$462,000 for the six-month term (\$77,000 monthly), plus an additional 30 percent per month for bus rental fees and unforeseen additional work within the scope of the Contract Amendment. The extension will commence on June 1, 2007, on a month-to-month basis, for a period not to exceed six months. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program, included in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget.

Public Works has previously reviewed the Contract cost for this service in accordance with a methodology approved by the Auditor-Controller and determined that this Contract was cost-effective. The prices and services delivered under this Amendment continue unchanged and therefore the Contract will remain cost-effective. However, this Contract Amendment does contain a provision for cost adjustments based on the price of fuel on a monthly basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Contract Amendment has been executed by the Contractor and approved as to form by County Counsel.

Amendment No. 8 will extend the term length on the Contract. It contains the current Board-adopted policy for financial record retention and audit, and the State-mandated provisions regarding displaced transit employees and contractor's charitable activities.

This Proposition A Contract does not allow for a cost-of-living adjustment for the duration of this extension.

All other terms, conditions, requirements, and specifications of the original Contract, as previously amended, shall remain in effect.

Public Works has evaluated and determined that the Contractor is a non-profit 501(c)3 organization and will be exempt from the Living Wage Program.

ENVIRONMENTAL DOCUMENTATION

On September 4, 2001, Synopsis 72, your Board found the Hahn's Trolley and Shuttle Service to be statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080 (b) (10).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

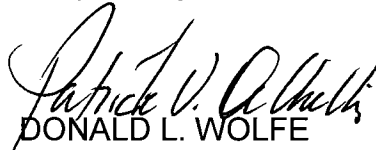
The extension of this Contract will not result in the displacement of any County employees as this Service is currently contracted with the private sector. It also provides for the continuation of the current Service.

The Honorable Board of Supervisors
May 15, 2007
Page 5

CONCLUSION

Enclosed are three originals of the Amendment. Upon approval by your Board, please return the originals marked CONTRACTOR EXECUTE and DEPARTMENT CONFORM, along with two adopted copies of this letter to this office for further processing. The original marked BOARD EXECUTE is for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

JZ:dv

C070939

P:\pdpub\Transit\FIXRT_BPASS\HAHNS TROLLEY and SHUTTLE\Year 2007 Letters\Amend8BLw PDeCrev.doc

Enc.

cc: Chief Administrative Office
County Counsel

EIGHTH AMENDMENT TO
CONTRACT NO. 71937

This EIGHTH AMENDMENT to CONTRACT NO. 71937, made and entered into this _____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE, a nonprofit corporation (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H

WHEREAS, on September 8, 1998, COUNTY and CONTRACTOR entered into CONTRACT NO. 71937 to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the SEVENTH AMENDMENT to CONTRACT NO. 71937 expires on May 31, 2007; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same rate of \$48.00 per revenue hour; and

WHEREAS, the parties wish to include certain provisions due to current changes in County policy and State law; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 71937 on a month-to-month basis, not to exceed six (6) months, for the Hahn's Trolley and Shuttle Service beginning June 1, 2007, while COUNTY completes the solicitation process.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: The term of CONTRACT NO. 71937 is hereby extended on a month-to-month basis, not to exceed six (6) months, beginning on June 1, 2007, and not to extend past November 30, 2007. CONTRACTOR shall provide continuous SERVICE from month to month, commencing on June 1, 2007, up to the maximum period of six (6) months, through and including November 30, 2007, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this CONTRACT shall expire as of midnight of the last day of that month.

SECOND: Scope of Work, Section 9, Rates, Compensation, and Pass-Through Costs, Service Contract General Requirements, add new Paragraph H, Fuel Cost Adjustment Mechanism, to read as follows:

- A. The DIRECTOR may adjust 10 percent of the hourly rate of compensation based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm. Prices are for California for "Diesel (On-Highway) - All Types" or "Gasoline - All Grades Regular," as appropriate to the vehicle used. Such adjustments shall be effective beginning with this AMENDMENT and thereafter at each successive one month which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published for the September 2004 Diesel and/or Gasoline fuel price and the published price for the month being invoiced. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in this AMENDMENT'S Exhibit 8A. PUBLIC WORKS shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service (revenue service) and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request.

THIRD: To Part III, Service Contract General Requirements, add new Section 50, Contractor's Charitable Activities Compliance, to read as follows:

- A. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act" (SB 1262, Stats. 2004, Ch. 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12 attached to this amendment), COUNTY seeks to ensure that all COUNTY contractors which receive or raise charitable contributions comply with California law in order to protect COUNTY and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

FOURTH: To Part III, Service Contract General Requirements, add new Section 51, Record Retention and Inspection/Audit Settlement, to read as follows:

- A. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this CONTRACT and for a period of five years thereafter unless COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in COUNTY, provided that if any such material is located outside COUNTY, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- B. In the event that an audit of CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Auditor-Controller within 30 days of CONTRACTOR'S receipt thereof unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- C. Failure on the part of CONTRACTOR to comply with any of the provisions of this paragraph shall constitute a material breach of this CONTRACT upon which COUNTY may terminate for default or suspend this CONTRACT. If, at any time during the term of this CONTRACT or within five years after the expiration or termination of this CONTRACT, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that COUNTY'S dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY'S Auditor-Controller,

deducted from any amounts due to CONTRACTOR from COUNTY, whether under this CONTRACTOR or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this CONTRACT exceed the funds appropriated by COUNTY for the purpose of this CONTRACT.

- D. In addition to the above, CONTRACTOR agrees, should COUNTY or its authorized representatives determine, in COUNTY'S sole discretion, that it is necessary or appropriate to review a broader scope of CONTRACTOR'S records (including, certain records related to non-COUNTY contracts) to enable COUNTY to evaluate CONTRACTOR'S compliance with COUNTY'S Living Wage Program, Contractor shall promptly and without delay provide to COUNTY, upon the written request of COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to COUNTY under this CONTRACT, including without limitation, records relating to work performed by said employees on CONTRACT'S non-COUNTY contracts. CONTRACTOR further acknowledges that the foregoing requirement in this paragraph relative to CONTRACTOR'S employees who have provided services to COUNTY under this CONTRACT is for the purpose of enabling COUNTY in its discretion to verify CONTRACTOR'S full compliance with and adherence to California labor laws and COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this CONTRACT and for a period of five years thereafter unless COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by CONTRACTOR at a location in COUNTY, provided that if any such materials and information is located outside COUNTY, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

FIFTH: To Part III, Service Contract General Requirements, add new Section 52, Displaced Transit Employee Program (California Labor Code 1070-1074), to read as follows:

- A. In accordance with Labor Code Section 1072(c)(1), if the COUNTY informs the CONTRACTOR that the COUNTY intends to issue a new solicitation for these services, CONTRACTOR shall, within 14 calendar days thereafter, provide to the COUNTY the number of employees who are performing services under this CONTRACT and the wage rates, benefits, and job classifications of those employees. In addition, the CONTRACTOR shall make this information available to any entity that the COUNTY has identified as a bona fide proposer for the successor contract. If the successor service contract is awarded to a new CONTRACTOR, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor.

SIXTH: All other terms, conditions, requirements, and specifications of the original CONTRACT and prior amendments shall remain in effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

WATTS LABOR COMMUNITY
ACTION COMMITTEE

By _____
Mr. Timothy Watkins, President

By _____
Ms. Paulette Nickerson, Secretary


P:\pdpub\Transit\FIXRT_BPASS\HAHNS TROLLEY and SHUTTLE\Year 2007 Letters\ContractAgreement8 rev2.doc

ALL-PURPOSE ACKNOWLEDGMENT ATTACHED

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>CALIFORNIA</u> } County of <u>LOS ANGELES</u> }</p> <p>On <u>MAY 7, 2007</u> before me <u>M.L.F. IELD, NOTARY PUBLIC</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>PAULETTE NICKERSON</u>_____ <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me OR <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> <p style="text-align: center; margin-top: 5px;">SIGNATURE OF NOTARY</p> </div> <div style="flex: 1; text-align: center;"> </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>SECRETARY</u> _____, AND</p> <p><input type="checkbox"/> PARTNER(S) _____ TITLE(S) _____ <input type="checkbox"/> ATTORNEY-IN-FACT _____ <input type="checkbox"/> TRUSTEE(S) _____ <input type="checkbox"/> GARDIAN/CONSERVATOR _____ <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____</p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document <u>EIGHTH AMENDMENT TO CONTRACT NO. 71937</u></p> <p>Number of Pages <u>SIX (6)</u> Date of Document <u>MAY 7, 2007</u></p> <p>Signer(s) Other Than Named Above <u>YES</u></p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>EIGHTH AMENDMENT TO CONTRACT NO. 71937</u></p> <p>Number of Pages <u>SIX (6)</u> Date of Document <u>MAY 7, 2007</u></p> <p>Signer(s) Other Than Named Above <u>YES</u></p>
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>EIGHTH AMENDMENT TO CONTRACT NO. 71937</u></p> <p>Number of Pages <u>SIX (6)</u> Date of Document <u>MAY 7, 2007</u></p> <p>Signer(s) Other Than Named Above <u>YES</u></p>		

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> On <u>5/7/07</u> before me <u>Paulette M. Nickerson</u> <u>Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Timothy Watkins</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="text-align: center; margin-top: 20px;"> <small>SIGNATURE OF NOTARY</small></div>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)</p> <p><u>Watts Labor Community</u> <u>Action Committee</u></p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"><tr><td style="width: 25%; vertical-align: top;">THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</td><td style="width: 75%;"><p>Title or Type of Document <u>Eighth Amendment Contract #71937</u></p><p>Number of Pages <u>8</u> Date of Document <u>5/7/07</u></p><p>Signer(s) Other Than Named Above <u>Paulette Nickerson</u></p></td></tr></table>		THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	<p>Title or Type of Document <u>Eighth Amendment Contract #71937</u></p> <p>Number of Pages <u>8</u> Date of Document <u>5/7/07</u></p> <p>Signer(s) Other Than Named Above <u>Paulette Nickerson</u></p>
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	<p>Title or Type of Document <u>Eighth Amendment Contract #71937</u></p> <p>Number of Pages <u>8</u> Date of Document <u>5/7/07</u></p> <p>Signer(s) Other Than Named Above <u>Paulette Nickerson</u></p>		



Sample Calculation of the Fuel Adjustment**Sample Calculations for Purchasing Fuel at Market Prices**

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: \$15.00

Proposal due date: August 2005

Contract start date: July 2006

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - May 2005 245.02 cents per gallon

Diesel (On-Highway) - April 2006 293.23 cents per gallon

Percent change in Diesel (On-Highway) 19.7% increase*

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) x (Percent change in Diesel Price)

= [(10%) x (\$15.00)] x (19.7%)

= (\$1.50) x (19.7%)

= \$0.30 Fuel Adjustment (increase)

Adjusted Hourly Rate for July 2006

\$15.00 + \$0.30 = \$15.30

Sample Calculation for Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: \$15.00

Proposal due date: August 2005 (Long-Term Fuel Price : \$2.00 per gallon)

Contract start date: July 2006

Renegotiation of Fuel Price: September 2006 (renegotiated price is \$2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

August 2005 200.00 cents per gallon

Renegotiated Price in September 2006 225.00 cents per gallon

Percent change in Diesel (long-term price) 12.5% increase*

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) x (Percent change in price)

= [(10%) x (\$15.00)] x (12.5%)

= (\$1.50) x (12.5%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Hourly Rate for September 2006

\$15.00 + \$0.19 = \$15.19

CHARITABLE CONTRIBUTIONS CERTIFICATION

Watts Labor Community Action Committee

Company Name

10950 South Central Avenue, Los Angeles, CA 90059

Address

95-2412869

Internal Revenue Service Employer Identification Number

12644

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. () ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. (X) ()

Signature

Date

Timothy Watkins, President/CEO

Name and Title (please type or print)